

**EXHIBIT A**

JOINT VENTURE AGREEMENT (JVA) BETWEEN

National Realty Investment Advisors, LLC a Delaware Co. and/or its Assignee ("NRIA") &

US Construction, Inc. a Nevada Co. and/or its Assignee ("USC") &

Shovel Ready Projects, LLC ("Shovel Ready") a Florida Company or its Assignee

**RE: Development Project at 1901 S. Ocean Blvd., Delray Beach Florida (the "Property") – per the Survey [attached hereto as Exhibit A] of real property lots referenced in the attached Residential Contract for Sale & Purchase effectively dated 3/9/18 [attached hereto as Exhibit B] to be developed for re-sale according to the terms and conditions set forth below of this Joint Venture Agreement.**

**Shovel Ready Projects, LLC. has helped NRIA & USC obtain access to the property through its Subsidiary Shovel Ready Investments LLC a Florida LLC (hereinafter "Shovel Ready" (in concert with its Agent A. Tom Prakas. A. Tom Prakas has – as directed by Shovel Ready – contracted the Property under a Residential Contract for Sale & Purchase Agreement (the "RCSPA") via a 100% Prakas owned entity "Wright by the Sea 1901, LLC", in order to acquire the property lots from the current Owner/Seller "Wright Southern, Inc." for a price of \$25,000,000.00 [TWENTY FIVE MILLION DOLLARS]. See Exhibit B.**

Under this JVA, and for the purposes of the Venturers herein, NRIA through its "NRIA Wright by the Sea 1901 Manager LLC" – Special Purpose Entity [SPE] - will purchase the "Wright by the Sea 1901, LLC" from A. Tom Prakas in order to gain rights to the RCSPA and property purchase for the Venture. The Wright by the Sea 1901, LLC "Agreement for Sale of Membership Interest" selling that LLC to the NRIA SPE is attached hereto as Exhibit C.

After purchase of the Wright by the Sea 1901, LLC by the SPE, A. Tom Prakas will remain a 1% Non-Voting Principal & Member in the Wright by the Sea 1901, LLC and listed in its Operating Agreement until property purchase closing – after which Prakas shall resign. In that transaction, NRIA or its SPE will reimburse Prakas his \$100,000 deposit paid to the Property Seller in the RCSPA. Once replaced, said deposit shall be 100% refundable to NRIA/SPE during the due diligence period of the RCSPA. After, said due diligence period expires NRIA or the SPE shall immediately make the additional required \$500,000 deposit for the property according to the terms of the RCSPA. It is understood, the NRIA/SPE Deposit made of \$600,000 total shall become non-refundable after due diligence. It is understood by the Venturer's that the property purchase agreed to herein must close "as is - where is" by June 25, 2018 after due diligence has expired and the property has been accepted.

USC shall manage the construction and sale of said Property by planning its use and use alternatives for the benefit of the Joint Venture which shall generally include entitlement, build planning, and construction management. To initially close and purchase the real property,

NRIA shall be responsible to arrange borrowing and equity participation of investors to enable the Wright by the Sea 1901, LLC to be able to purchase the property. A minimum 65% Loan to Cost ratio is expected with a range of 6% to 8% interest rates accruing. The difference of the funds needed will be raised via joint venture equity partners who will be entitled to multiplier returns of 1:1.5 up to 1:2 times the equity invested. The Remaining funds needed to be raised via Preferred Equity Investors and/or short term Bridge Financing providers who will be entitled to returns of 10-18% interest accruing. In all cases, NRIA shall attempt in all good faith and with all diligence and on a best efforts basis to arrange the least expensive bank interest rates, joint venture equity, preferred investor equity, and bridge financing costs possible for the profit of the Joint Venture.

Until the expiration of the due diligence in the RCSPA, April 24, 2018, only Shovel Ready shall have the right to resell the Wright by the Sea 1901, LLC and all of its contract rights to the property for a minimum required price of \$2,000,000 plus the \$100,000 deposit held by the Seller's Attorney and the \$600,000 paid to Tom Prakas for the Sale of the Wright by the Sea, LLC. Both the \$100,000 deposit and \$600,000 Prakas fee shall be returned to NRIA and the balance shall be split 50% to Shovel Ready, 25% to USC and 25% to NRIA. If Shovel Ready provides a bona fide offer NRIA must accept said offer but has the right of first refusal to match said offer on the same terms and conditions. The offer must include proof of funds and hard non-refundable money.

If no sale of the Wright by the Sea 1901, LLC occurs by April 24, 2018 the LLC will continue with its planned financings and purchase, build and sell the property per the estimated attached Exhibit D Business Plan or "Confidential Condo Investment Summary" which is a projection of the expected results of the project. When the build is complete and all property units are sold, the Wright by the Sea 1901, LLC shall repay all loans, capital costs, and expenses and any remaining profits shall be split net as follows: 30% to NRIA, 45% to USC, and 25% to Shovel Ready. Additionally, at the upfront initial purchase closing of the property Shovel Ready shall receive a "Closing Fee" of 2% on the purchase price total purchase price of \$25,000,000 equaling a fee of \$500,000. This fee is not added back to overall profits prior to any splits. For the purposes of calculating Joint Venture profits at the resale of all units, the NRIA development fee earned at purchase closing will be added back to overall profits before any splits, minus \$500,000 which is same as the closing fee Shovel Ready has earned at closing. Shovel Ready will also receive an additional \$250,000 finder's fee at closing. USC will be entitled to a development overhead fee at property purchase closing for the construction of the project which will not be added back to the overall profits and shall serve as a direct project cost. If there are no profits to the LLC at completion of the project after deduction of all purchases, financing, development, investor, and other carrying costs and project fees etc. or if there are losses at the re-sale of the property, only NRIA and the LLC shall bear them. This is a legally binding agreement when signed below for good and valuable consideration agreed exchanged of \$10.00 [ten dollars] each per Venturer party paid to the other two.

National Realty Investment Advisors, LLC

By: Rey Grabato, Managing Member

By: Key Grasato, Managing Member  


Dated 3/29/18

US Construction, Inc.

By John M. Farina, President

*[Signature]*

Dated: 3/27/18

### ~~Shovel Ready Projects~~

By \_\_\_\_\_, Managing Member

Dated: 7-11-8